

## - TERMS & CONDITIONS -

- The Sales management acts only as an agent on all sales and are not responsible for buyer/sellers errors or misunderstanding. ALL RESPONSIBILITY AND GUARANTEES ARE BETWEEN BUYER AND SELLER. I also recognize that all agreements and disputes are between me as a seller and the purchaser, as determined by Auctioneer and R&J Horse Sales Inc, and that neither the R&J Horse Sales nor auctioneer has any obligation, duty, or liability to me with respect to performance or nonperformance by any purchaser, and that any disputes will be resolved in the district court for Wadena County. Except as provided in our soundness guarantee (#5), all horses are sold “AS IS” without any other express or implied warranties and are not sold to stand a post purchase veterinarian examination, nor is rideability guaranteed. Examine all horses thoroughly prior to purchase.
- Completed consigned forms must be accompanied by the catalog fee and original registration papers
- Mares selling in foal must have a completed and signed breeder’s certificate or a letter from the stallion owner stating the breeder’s certificate will be issued at foaling.
- R&J Horse Sales (and the entities and/or individuals responsible for conducting same) are merely acting as an auctioneer as to all sales or potential sales and are not responsible for any error, misunderstanding, misrepresentation, rejection or any particular sale, failure to pay as bid, condition of the horse or any other basis for dispute between the buyer and seller/consignor/owner.
- R&J Horse Sales Soundness Guarantee - What we here at R&J Horse Sales consider sound is: Sight out of both eyes, good in the air, hit the ground sound on all four, and not to crib. All horses come with a 24-hour guarantee. If the horse sells at 6pm Saturday of our sale the horse will be guaranteed sound for an additional 24 hours – end of the day Sunday. The seller/consignor/owner of the horse must disclose fully any defects and these must be called when the horse is sold or printed in the catalog. Any defects (example: vision impaired, hearing impaired, cryptorchid, cribber/weaver, tail medically altered, mane/tail extensions) not disclosed will cause the horse to be returned to the sale grounds in a reasonable time period. The consignor will be responsible for the catalog fee as well as the 8% of the final selling price and boarding fee of \$25 per day that the horse is at R&J facility. R&J Horse Sales does not guarantee you can ride the horse or the behavior of the horse, that is buyers responsibility to check before purchase.
- The commission will be eight percent (8%) of the selling price or \$50 minimum whichever is greater. The consignor will have the privilege to “no sale” (pass out) his horse. If the horse is passed out, pass out fee is \$50.
- Only horses consigned to the sale will be allowed on the sale grounds. All horses sold before, during and after the sale will be subject to the 8% sales commission in addition to the catalog fee. All consignments must go through the sale ring.
- An individual negative Coggins yest (that is current within 12 months) must be provided by the seller/consignor/owner for each horse prior to being offered for sale.
- The catalog fee is non-refundable. Seller/consignor/owner agrees not to withdraw entry except for serious injury or sickness and will furnish R&J Horse Sales with a veterinary statement confirming such condition prior to the horse being offered for sale.
- **Upon execution of this contract, seller/consignor/owner agrees not to dispose of the horse by private sale. any horse withdrawn from the sale, for any reason other than infirmity will**

**be assessed 8% of the selling price or a \$500.00 penalty, whichever is greater, and addition to the catalog fee.**

- Any horse selling as Papers in Association will have sale proceeds withheld from the consignor until original registration papers are received in the R&J Horse Sales office.
- Checks will be mailed within 5 banking days to consignors unless there is an issue with registration paperwork from consignor on horses sold.
- All horses must be tagged and go through the ring
- All catalog and supplement horses will be offered with online bidding
- Your horse is cataloged for the benefit of advertising the horse and giving everyone a fair opportunity to bid on the horse. Once a horse is cataloged, we DO EXPECT the horse to be brought on sale day. Upon execution of this contract, consignor agrees not to dispose of the horse by private sale. Any horse withdrawn from the sale, for any reason other than infirmity, will be assessed a \$500 penalty in addition to the catalog fee. **NO BACK-ALLEY TRADING IS ALLOWED.** This is a contract. You're consigning your horse to **SELL AT THE HORSE SALE.** **CONSIGNOR AGREES TO NOT PRIVATELY SELL OR WITHDRAW CONSIGNED HORSE TO SALE** unless injured/sick with vet release. We recommend not pricing your horse to buyers, let the pricing of your horse to buyers, let the horse sale sell dictate your horses value on the day of sale.
- As a consigner, I recognize that R&J Horse Sale Inc. and sales staff are only acting to provide a time and place for sale of my horse or horses. I also recognize that all agreements and disputes are between me as a seller and the purchaser, as determined by Auctioneer and R&J Horse Sales Inc, and that neither the R&J Horse Sales Inc. nor auctioneer has any obligation, duty, or liability to me with respect to performance or nonperformance by any purchaser, and that any disputes will be resolved in the district court for Wadena County.
- The Sales management acts only as an agent. **ALL RESPONSIBILITY AND GUARANTEES ARE BETWEEN BUYER AND SELLER.**
- The highest bidder will be the buyer, and if dispute arises between two or more bidders, the horse in dispute shall immediately be put up again for advance bids. If there be no advance bids, the horse shall go to the person from whom the auctioneer recognized the last bid. The auctioneer will decline any bid made by parties who have defaulted in former purchases, or by persons who, in his judgment, are not responsible bidders.
- Terms of sale are cash, check, wire transfer, credit card and payment in full to be made to the cashier immediately after the sale.
- Upon receiving payment for a horse, the cashier will issue an order to obtain delivery. Buyers are cautioned not to lose these orders. Buyers assume all expenses and risks on horses after they have left the auction. Buyers must make arrangements with the sale company for care of stock until it can be removed.
- Upon failure of compliance with any of the above conditions, the lot shall be resold by public or private sale, and the deficiency (if any) attending such resale shall be made good by the defaulter immediately.
- If any person shall purchase a lot and not pay for it as prescribed above, nothing shall prevent the auctioneer or the owner from compelling the purchaser to pay for it if the auctioneer or seller shall so deem fit.
- Every effort has been made to ensure correctness of the catalog, but the sales management

and auctioneer are not responsible for errors or omissions, and assume no liability on its part or on the part of the seller as to any statements, either verbal or written, regarding horses sold.

➤ Immediately after the horse is sold, it will be the sole risk and responsibility of the buyer thereof, but possession of the horse cannot be obtained by him until payment in full has been made.

➤ As a consigner, I recognize that R&J Horse Sale Inc. and sales staff are only acting to provide a time and place for sale of my horse or horses. I also recognize that all agreements and disputes are between me as a seller and the purchaser, as determined by Auctioneer and R&J Horse Sales Inc, and that neither the R&J Horse Sales Inc. nor auctioneer has any obligation, duty, or liability to me with respect to performance or nonperformance by any purchaser, and that any disputes will be resolved in the district court for Wadena County.

➤ Buyers and spectators are cautioned to be careful while on the grounds and particularly while horses are being shown in the ring. The management cannot be responsible for any accidents.